

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

**UNITED STATES OF AMERICA,
ex rel. CHRISTINE BOUQUIN,**

Plaintiff,

Case No.:

v.

Jury Trial Demanded

**GARDAWORLD,
GARDA USA, INC.,
GARDAWORLD CASH SERVICES,
GARDA CL SOUTHEAST, INC.,
GARDA CL WEST, INC.,
GARDA CL EAST, INC.,
GARDA CL NORTHWEST, INC.,
GARDA CL CENTRAL, INC.,
GARDA CL ATLANTIC, INC.,
GARDA WORLD GOVERNMENT SERVICES, INC.,
and
JOHN DOES 1-10,**

Defendants.

**Filed Under Seal
31 U.S.C. § 3730(b)(2)**

**COMPLAINT
Claims Pursuant to the False Claims Act, 31 USC § 3729, *et seq.***

[FILED IN CAMERA AND UNDER SEAL]

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The United States of America, by and through *qui tam* originating relator Christine Bouquin ("Relator" or "Bouquin"), hereby brings this action pursuant to the False Claims Act ("FCA"), as amended, 31 U.S.C. § 3729, *et seq.*, by and through her attorneys, Brian H. Mahany of Mahany Law and David P. Weber of Goodwin Weber PLLC, hereby declares the following to recover all damages, penalties, and other remedies available as established by the FCA which

were caused by Defendants' repeated and deliberate false claims and certifications to the United States.

As will be set forth with greater specificity below, Defendants GardaWorld, Garda USA, Inc., and GardaWorld Cash Services (collectively "Defendants" or "Garda") failed to perform under government contracts and despite failing to perform as required to, submitted claims for payment from the United States. Some of the contracts required that Garda safeguard money belonging to the United States. However, Garda has lost millions of dollars entrusted to it. Rather than reporting the loss of funds, Garda has knowingly supplied false reconciliations to conceal the lost funds. Garda knowingly certified compliance with government contract and procurement requirements while knowing it was not in compliance with those requirements. Additionally, Garda has fraudulently performed on government contracts relating to the provision of armored car services and security personnel. Garda has been paid significant sums of money for its performance under the contracts and in reliance on its certifications that it properly performed. Therefore, such claims for payment are fraudulent.

THE PARTIES

1. Plaintiff is the United States of America.
2. Plaintiff-Relator Christine Bouquin is a resident of Florida and is a former employee of Defendants. Relator worked for the defendants out of their offices in Boca Raton, Florida. She was an employee for Garda USA, Inc. and held the title of Executive Director of Workers' Compensation and Risk Management. She worked in the cash logistics division of GardaWorld.
3. Defendant GardaWorld is a private Canadian company headquartered in Montreal with over 63,000 employees. Its founder and current CEO is Stephen Cretier. It is a global giant in the

security industry and contracts with private entities, individuals, and governments, including the United States of America, to provide a host of security services. GardaWorld owns and controls numerous subsidiaries, and upon information and belief, at least seven GardaWorld-owned or controlled entities are registered with SAM.gov.¹ The seven registered Garda entities with SAM.gov are Defendants Garda CL Southeast, Inc., Garda CL West, Inc., Garda CL East, Inc., Garda CL Northwest, Inc., Garda CL Central, Inc., Garda CL Atlantic, Inc., Garda World Government Services, Inc. The Garda entities have been awarded and paid hundreds of millions, and perhaps billions, of dollars under United States contracts.

4. The defendant entities listed in paragraph four are all owned and/or controlled by the parent company, GardaWorld. Each individual defendant entity contracts with the United States government and its agencies and/or departments. The entities are located around the country. Defendant Garda CL Southeast, Inc. is registered with the Florida Division of Corporations as a foreign profit corporation. Its registered agent is Corporate Creations Network, Inc., 11380 Prosperity Farms Road, Unit 221E, Palm Beach Gardens, Florida 33410. Garda CL West, Inc. is located at 1612 W. Pico Blvd., Los Angeles, CA 90015. Garda CL East, Inc. is located at 7395 Peppermill Lane, North Charleston, SC 29418. Garda CL Northwest, Inc. is located at 4810 North Lagoon Avenue, Portland, OR 97217. Garda CL Central, Inc. is located at 1050 South 9th Street, Louisville, Kentucky 40203. Garda CL Atlantic, Inc. is located at 4200 Governor Printz Blvd., Wilmington, DE 19802. Garda World Government Services, Inc. is located at 1101 Wilson Blvd., Arlington VA 22209.

¹ For a listing of the Garda entities registered with The System for Award Management, please visit https://www.sam.gov/portal/SAM/?navigationalstate=JBPNs_r00ABXdcACJqYXZheC5mYWNlcy5wb3J0bGV0YnJpZGdlLlNUQVRFX0lEAAAAAQApdmldzo2NjZlNjZlYS1iYTI0LTQwZDEtYTFmNC05YjlkZmlwYWQwOTQAB19fRU9GX18*&portal:componentId=9c7c412d-0e75-4bfd-8223-f425559b9408&interactionstate=JBPNs_r00ABXc0ABBFanNmQnJpZGdlVmlld0lkAAAAAQATL2pzZi9uYXZpZ2F0aW9uLmpzcAAHX19FT0ZfXw**&portal:type=action##11.

5. Defendant GardaWorld Cash Services is headquartered at 2000 NW Corporate Boulevard, Boca Raton, Florida 33431. It is believed to owned by GardaWorld.
6. Defendant Garda USA, Inc. is headquartered at 2000 NW Corporate Boulevard, Boca Raton, Florida 33431 and it is registered with the Florida Division of Corporations as a foreign profit corporation. Its registered agent is Corporate Creations Network, Inc., 11380 Prosperity Farms Road, Unit 221E, Palm Beach Gardens, Florida 33410.
7. John Does 1-10 are fictitious names for real entities and it is believed that Defendants participated in the same or similar scheme with these other entities and are yet to be identified.

JURISDICTION AND VENUE

8. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331, 31 U.S.C. § 3730(b), and 31 U.S.C. § 3732, the latter of which specifically confers jurisdiction on this Court for actions brought pursuant to 31 U.S.C. §§ 3729 and 3730. Further, the United States is a Plaintiff. 28 U.S.C. § 1345.
9. This Court has personal jurisdiction over Defendants pursuant to 31 U.S.C. § 3732(a) because at least one of the Defendants can be found in, resides in, transacts business in and/or has committed the alleged acts in this District.
10. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)-(c) and 31 U.S.C. § 3732(a) because at least one of the Defendants can be found in, resides in, transacts business in and/or has committed the alleged acts in this District.
11. Relator has standing to bring this action pursuant to 31 U.S.C. § 3730(b)(1).

LEGAL BACKGROUND

The False Claims Act

12. The False Claims Act, 31 U.S.C. §§ 3729-3733, provides, inter alia, that any person who (1) “knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval,” or (2) “knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim,” is liable to the United States for a civil monetary penalty plus treble damages. 31 U.S.C. § 3729(a)(1)(A)-(B).
13. The terms “knowing” and “knowingly” are defined to mean “that a person, with respect to information (1) has actual knowledge of the information; (2) acts in deliberate ignorance of the truth or falsity of the information; or (3) acts in reckless disregard of the truth or falsity of the information.” 31 U.S.C. § 3729(b)(1)(A)(i)-(iii). Proof of specific intent to defraud is not required. 31 U.S.C. § 3729(b)(1)(B).
14. The term “claim” means “any request or demand, whether under a contract or otherwise, for money or property and whether or not the United States has title to the money or property, that (1) is presented to an officer, employee, or agent of the United States; or (2) is made to a contractor, grantee, or other recipient, if the money or property is to be spent or used on the Government’s behalf or to advance a Government program or interest, and if the United States Government (a) provides or has provided any portion of the money or property requested or demanded; or (b) will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded” 31 U.S.C. § 3729(b)(2)(A)(i)-(ii).

15. “[T]he term ‘material’ means having a natural tendency to influence, or be capable of influencing, the payment or receipt of money or property.” 31 U.S.C. § 3729(b)(4).
16. Private citizens, such as Relator, are allowed to bring actions on the government’s behalf.
- “(1) A person may bring a civil action for a violation of section 3729 for the person and for the United States Government. The action shall be brought in the name of the Government.”
- 31 U.S.C.A. § 3730(b)(1).
17. Under 31 U.S.C. § 3730(e), there has been no statutory relevant public disclosure of the allegation or transactions in this Complaint with respect to which Plaintiff-Relator is not an “original source,” and all material information relevant to this Complaint was provided to the United States Government prior to filing her Complaint pursuant to 31 U.S.C. § 3730(e)(4)(B). Relator has direct and independent knowledge of the information on which the allegations are based. To the extent that any allegations or transactions herein have been publicly disclosed, Relator has knowledge that is independent of and materially adds to any publicly disclosed allegations or transactions and must be considered to be the original source of any information that is in the public realm.

Government Contracting and The Federal Acquisition Regulations

18. Government contracts are subject to The Federal Acquisition Regulations (“FAR”) and Defense Acquisition Regulations (“DFAR”). All federal agencies must follow the Federal Acquisition Regulation (FAR) system in Title 48 of the Code of Federal Regulations (C.F.R.).² Individual federal agencies may also develop their own internal requirements to supplement the FAR System.

² Title 48 C.F.R.—The Federal Acquisition Regulations System. Also, see P.L. 93-400 Office of Federal Procurement Policy Act of 1974 as amended by P.L. 96-83 Office of Federal Procurement Policy Act,

19. Certain FAR and DFAR regulations are applicable to all government contracts and additional regulations may be imposed on individual contracts. When submitting a proposal for a government contract, contractors are required to certify their compliance with the applicable FAR and/or DFAR regulations.
20. As of December 12, 2008, FAR regulations require government contractors to self-disclose its own or its employees' violations of criminal conduct, relating to fraud, conflict of interest, bribery or gratuities, or the FCA. A disclosure is to be made timely when the contractor has credible evidence to believe that a violation had occurred.
21. Federal agencies may acquire goods and services using multiyear contracts under the authority of the Federal Property and Administrative Services Act of 1949 (Section 304B), as codified in 41 U.S.C. 254(c). The DoD has similar authority to acquire property using multi-year contracts under 10 U.S.C. 2306(b).
22. The term "acquisition" means the process of using appropriated funds to contract for the purchase or lease of property or services that support the missions and goals of an executive agency, as defined in 41 U.S.C. 403 (Public Contracts). The general "procurement" process includes all the steps agencies take in acquiring property or services, beginning with determining a need for property or services and ending with contract completion and closeout.
23. In addition to project or service specific contracts, government agencies, including the General Services Administration, enter into GSA Schedules (also known as Multiple Award Schedules and Federal Supply Schedules) whereby long-term government contracts are

<http://homepage.mac.com/slotcarbob/buchtel69/nowandthen.html> Amendments of 1979. Federal Acquisition Regulations are available at <http://farsite.hill.af.mil/VFDFARA.HTM>.

established with contractors to provide certain products or services. Upon information and belief, Garda has been, and remains, a recipient of certain GSA Schedules.

FACTUAL BACKGROUND

24. Garda, through its various subsidiaries, contracts with numerous government departments and agencies to provide goods and services to the federal government. Although Garda contracts with numerous agencies and departments, many of its awarded contracts are with the GSA, Department of Defense, Department of the Interior, Department of Veterans Affairs, Bureau of Land Management, and the Board of Governors of the Federal Reserve System, including its regional federal reserve banks.
25. Garda provides a host of services to the United States through its awarded contracts. Predominantly, Garda provides protection and safekeeping of United States currency, provides armored vehicle services, and provides guard and security services to both personnel and buildings located in the United States and around the world.
26. Because Garda provides a range of services, it participates in various North American Industry Classification System (“NAICS”) industries. The two most common NAICS industries that Garda entities perform government work in are for Armored Car Services (NAICS 561613) and Security Guard and Patrol Services (NAICS 561612).
27. In bidding for government contract work, a bidder, such as Garda, certifies that it is in compliance with the requirements set forth in the contract offering. Government contracts require that the bidders, and the subsequent award winner, agree to comply with all state and federal rules, regulations, statutes, etc.

28. Additionally, when submitting requests for payment under awarded contracts, the contractor is certifying that it actually provided the services as the contract anticipates and requires.
29. As described below, Garda has failed to meet the requirements under its awarded contracts and has fraudulently concealed its failures from the United States Government. Rather than disclosing its failures, Garda has repeatedly requested and accepted payment from the United States government. Had the United States been aware of Garda's fraud, it would not have paid Garda for its performance and it would have terminated its contracts with Garda.

A. Garda Has Lost Millions of Dollars Entrusted to It, Some of which Funds May Belong to the United States.

30. Garda has won numerous government contracts that allow it to transport and store funds/currency belonging to the United States and its various agencies and departments, including the Department of the Treasury and the Bureau of Engraving and Printing. Garda also provides services to many FDIC insured banks.
31. Garda has won many of these contracts through the government's competitive bidding process.
32. When Garda bid on certain project offerings, it certified to the United States that it would comply with the contract's requirements, in addition to all federal, state, and local laws.
33. Garda has been paid, and continues to be paid, significant sums of money for its performance under the contracts.
34. Garda is entitled to payments under the contracts so long as it is properly and legally performing under the contracts.

35. By making a claim for payment under the contract or by accepting payments under the government contracts, Garda certifies that it is in compliance with the contracts' requirements.
36. Relator is aware that Garda has not performed under the contracts as required yet still requested and/or received significant payments under the contracts.
37. Some of the contracts that Garda has been awarded require that it transport and protect funds belonging to the United States.
38. Reconciliations are required to be made under the contract.
39. Garda is failing to perform the reconciliations as required under the contract and has failed to disclose this to the United States. Rather, by requesting and/or accepting payments, it has certified that it is in fact performing the reconciliations. Additionally, Garda misrepresents to their private customer banks what money actually is located at the bank and these banks rely on Garda's reconciliations when the banks attest and certify to the United States how much money they have on hand.
40. Garda is entrusted with significant sums of money both for the federal government and many private banks and companies. Because cash is a fungible commodity, Garda can "move" money from one customer to another to hide any shortfall. Any one customer, including the United States, would find sufficient funds on hand should it audit. Should every customer simultaneously audit, however, Garda would have insufficient funds.
41. Expressed differently, Garda uses money from customer X to show it has sufficient funds for customer Y and vice versa yet can demonstrate it has sufficient funds for both customers. In effect, Garda is stealing money belonging to the United States and all of its customers. On a daily basis, Garda "robs" Peter to pay Paul. Because not every customer will ever audit at the

same time, Garda has been able to pull off the “perfect bank robbery” and do so on a continuous basis.

42. Despite knowledge at the highest levels of the organization, Garda routinely provides false account reconciliations to customers and the United States. It knows that it is missing significant sums of money yet continues to tell customers, including the United States, that its funds are on hand and secure. However, Garda is unable to account for all of the United States’ funds.

B. Garda Has Failed to Train and/or Ensure Licensing Compliance of Its Security Personnel in Weapons Handling and Usage, Which Failure Is a Material Violation of Its Security Contracts with the United States

43. Garda has been awarded, and continues to be awarded, numerous contracts that require it to provide security guards at government buildings in the United States and the District of Columbia. Many of these security guards are armed.
44. The contracts awarded to Garda require Garda to provide appropriately trained, licensed, and certified staff.
45. Relator is aware of many training and licensing deficiencies as it relates to Garda’s security guards.
46. Garda allows each of its local offices/branches to train its own security guards. Relator is aware that Garda did not have a universal licensing and training system in place for its security guards, even though its security guards were oftentimes armed.
47. Relator is aware of multiple instances where Garda security guards accidentally discharged weapons, which caused injuries to multiple people.
48. The lack of training and compliance enforcement continues to present serious safety issues in places where Garda provides security services.

49. Instead of implementing a proper training program, Garda trains its security guards in a haphazard fashion, fails to properly equip its officers, and often allows unqualified officers to carry firearms.
50. Garda failed to properly train its employees in how to properly handle and use firearms, which likely were requirements under the government contracts awarded to Garda.

C. Garda's Armored Vehicle Fleet is in a State of Disrepair and Many of its Armored Vehicle Drivers Do Not Have Driver's Licenses and/or Safe Driving Records

51. Similar to security guard services contracts, government contracts for armored car services require the contractor to provide properly licensed and trained employees. Garda is failing to do so yet certifying that it is in compliance with all of the contracts' terms in addition to federal, state, and local law.
52. Many of Garda's vehicles, which vehicles are used in the performance of government contracts, are not consistently registered with the DOT and/or applicable Motor Vehicle State Agencies.
53. Garda is aware that many of its drivers not licensed. In an audit Relator performed of 100 Garda armored vehicle drivers, Relator discovered that a significant percentage of Garda's armored vehicle drivers did not have a valid driver's license or had a previously suspended license.
54. Garda is also failing to enforce its rules with its drivers. Although Garda does not allow the use of cell phones while driving, and many states have expressly outlawed this, Garda has turned a blind eye as to cell phone enforcement. In some instances, the distracted drivers have caused deaths while operating a Garda vehicle while using their cellular phone.

55. Garda has continued to violate DOT regulations in regard to vehicle maintenance and post-accident drug screens. Although Garda drivers are properly filling out driver-vehicle inspection reports, Garda has failed to repair the vehicle issues listed on the DVIRs.
56. Relator is aware that Garda continually re-deploys drivers immediately after an automobile accident. This is true even after drivers had as many as eight accidents.
57. By way of example, on December 9, 2016, the Defense Commissary Agency pre-solicited bids on a contract it was offering. The Agency was seeking armored car services. Garda submitted a bid in response to the solicitation and was awarded three Contracts on February 1, 2017.
58. In the statement of work, the Defense Commissary Agency provides that “PERSONNEL: The contractor shall provide personnel who possess the skills, knowledge, and training to satisfactorily perform the services required by this contract. The contractor has the sole responsibility of training, providing uniforms, equipping, supervising and discharging of all employees.”
59. Despite knowing that its employees did not possess the requisite skills, knowledge, and training to satisfactorily perform the services required, Garda still submitted bids on the contract certifying that it was in compliance with the contracts’ terms. This is a false certification.
60. Any money that is awarded under these contracts, and all other similar contracts, should not have been paid as Defendants have not provided the required personnel.

**FIRST CLAIM FOR RELIEF
(FALSE CLAIMS- 31 U.S.C. §3729(a)(1)(A))**

61. The allegations of all preceding paragraphs in this Complaint are hereby incorporated by reference.
62. By virtue of the acts described above, defendants violated the FCA by knowingly presenting, or causing to be presented, false or fraudulent claims for payment or approval.
63. Defendants individually by and through their own acts, or through the acts of their agents, servants, officers and employees, knowingly and/or recklessly presented, or caused to be presented, to an officer or employee of the United States Government, false or fraudulent claims for payment or approval in violation of 31 U.S.C. § 3729(a)(1)(A). Defendants represented, warranted and/or certified, expressly and/or impliedly, to the United States that they would be and/or were fully compliant with all federal laws and had performed under the contract when they bid on government contracts, solicited payment requests on awarded contracts, and accepted government payment under awarded contracts. when they knowingly and/or recklessly presented, or caused to be presented, to an officer or employee of the United States Government, false or fraudulent claims for payment or approval.
64. By reason of the Defendants' conduct, the United States has been damaged, and continues to be damaged, in an amount equal to entire amount paid by the Government to Defendants on every contract that defendants fraudulently induced the Government into by making, or paying to Defendants, as a result of Defendants' false claims about their compliance and/or performance with the contracts' requirements.

**SECOND CLAIM FOR RELIEF
(FALSE STATEMENTS- 31 U.S.C. §3729(a)(1)(B))**

65. The allegations of all preceding paragraphs in this Complaint are hereby incorporated by reference.

66. In performing the acts described above, Defendants individually by and through their own acts, or through the acts of their agents, servants, officers and employees, knowingly made, used, or caused to be made or used, false records or statements to get false or fraudulent claims paid or approved by the Government in violation of 31 U.S.C. §3729(a)(1)(B). Defendants represented, warranted and/or certified, expressly and/or impliedly, to the United States that they were fully compliant with all federal laws and the contracts' requirements.
67. By reason of the Defendants' conduct, the United States has been damaged, and continues to be damaged, in an amount equal to entire amount paid by the Government to Defendants on every contract that defendants fraudulently induced the Government into by making, or paying to Defendants, as a result of Defendants' false claims about their compliance and/or performance with the contracts' requirements.

**THIRD CLAIM FOR RELIEF
(CIVIL CONSPIRACY TO COMMIT VIOLATIONS OF THE FALSE CLAIMS ACT
31 U.S.C. §3729(a)(1)(C))**

68. The allegations of all preceding paragraphs in this Complaint are hereby incorporated by reference.
69. The Defendants conspired and confederated to commit violations of the False Claims Act, 31 U.S.C. §3729, including having conspired and confederated to have knowingly presented false or fraudulent claims for payment or approval; having knowingly made, used, or caused to be made or used false records or statements material to false or fraudulent claims; and having knowingly made, used, or caused to be made or used, false records or statements material to an obligation to pay or transmit money or property to the Government, or knowingly concealed or knowingly and improperly avoided or decreased an obligation to pay or transmit money or property to the Government.

70. Based upon the Defendants' stated compliance and ability to perform under contracts, the United States awarded to Defendants various contracts and made full payments thereon, based on representations made by Defendants as to their compliance with the contracts' requirements and as to their performance under the contracts. The Defendants' conduct has resulted in the United States being damaged in the full amount of the contracts awarded to Defendants.
71. Defendants further conspired and confederated to commit violations of the False Claims Act, 31 U.S.C. §3729, including having conspired and confederated to have knowingly presented false or fraudulent claims for payment or approval; having knowingly made, used, or caused to be made or used false records or statements material to false or fraudulent claims; and having knowingly made, used, or caused to be made or used, false records or statements material to an obligation to pay or transmit money or property to the Government, or knowingly concealed or knowingly and improperly avoided or decreased an obligation to pay or transmit money or property to the Government, with respect to government contracts around the country.
72. The United States, unaware of the foregoing circumstances and conduct of the Defendants and their conspiracy, awarded projects and contracts to Defendants, as set forth herein above, and made full payments thereon, which has resulted in its being damaged in amounts to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, the United States of America, through Relator Christine Bouquin, requests the Court for entry of judgment against Defendants and the following relief:

- A. Defendants cease and desist from further violations of the False Claims Act, 31 U.S.C. § 3729, *et seq.*;
- B. For violations of the Federal False Claims Act, 31 U.S. C. §3729, *et seq.*, this Court enter Judgment against the Defendants, jointly and severally, in an amount equal to three times the amount of damages the United States Government has sustained because of Defendants' actions, plus a civil penalty of up to \$11,000 for each action in violation of 31 U.S.C. §3729 committed on or before November 2, 2015 and a civil penalty of up to \$21,563 for each false claim submitted after November 2, 2015, and the costs of this action, with interest, including the costs to the United States Government for its expenses related to this action;
- C. Pursuant to section 3730(d) of the False Claims Act, that the Relator be awarded an amount that the Court decides is reasonable for collecting the civil penalty and damages allowed under applicable law;
- D. That Relator be awarded all costs of this action, together with all expert witness fees, attorneys' fees, and court costs, as fully as is allowed by law pursuant to 31 U.S.C. § 3730(d).
- E. That the United States Government and the Relator, receive all relief, both in law and in equity, to which they may reasonably appear entitled to.

JURY DEMAND

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, a jury trial is demanded.

Respectfully submitted on this 5th day of April, 2017.

By: Mahany Law,
Goodwin Weber PLLC, and
Garson, Segal, Steinmetz, Fladgate LLP



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